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# FROGANS TECHNOLOGY USER POLICY

Published by the OP3FT, a non-profit organization whose purpose is to hold, promote, protect and ensure the progress of the Frogans technology, in the form of an open standard for the Internet, available to all, free of charge.

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## INTRODUCTION

1. The OP3FT is a non-profit organization acting in the public interest. The OP3FT's purpose is to hold, promote, protect and ensure the progress of the Frogans technology, in the form of an open standard for the Internet, available to all, free of charge.
2. The Bylaws governing the functioning of the OP3FT are published on the OP3FT's Web site at the following permanent URL: <https://www.op3ft.org/en/resources/bylaws/access.html>.
3. The publishing of this Frogans Technology User Policy is provided for by the OP3FT Bylaws.
4. This Policy is the only one of its kind: it federates, directly or by means of documents incorporated by reference, all the conditions of use of the Frogans technology. It enables all concerned parties to understand the legal framework applicable to each user of the Frogans technology.
5. To facilitate the understanding of the conditions of use of the Frogans technology, some conditions of use are presented by user category: end users, content publishers, developers, hosts, etc.
6. For each user category of the Frogans technology, this Policy includes a section with a series of three articles:
  - the environment made available to users by the OP3FT: this article presents the possible contexts of use of the Frogans technology, as well as opportunities offered to users; these opportunities are available to all, without distinction;
  - the OP3FT's commitments to users: the purpose of these commitments is to guarantee the perpetual and irrevocable nature of the rights of use granted to users of the Frogans technology; in particular, the OP3FT's commitments enable entrepreneurs to have a stable and long-term environment to develop and bring their activities to success within a global context;
  - users' commitments to the OP3FT: the purpose of these commitments is to preserve the consistency of the Frogans technology and its essential characteristics, namely, simplicity and security; users' commitments are given in exchange for the right to use the Frogans technology; they involve respecting simple rules, some of which concern the relations between these users and other user categories.
7. The conditions of preparation of this Policy and its contents are strictly governed by the OP3FT Bylaws.
8. In particular, the OP3FT Bylaws provide that any modifications of this Policy ~~that take place~~ made subsequent to the opening date of the Frogans Core Registry (FCR) [to Internet users](#) is necessarily the subject of a prior public consultation procedure.
9. In [the](#) case of modification of this Policy, only the Policy version in force prevails. The version in force is indicated on the official Web site of the Frogans technology at the following permanent URL: <https://www.frogans.org/en/resources/ftup/access.html>.
10. The Introduction as well as the Purpose are an integral part of this Policy.

## PURPOSE OF THE POLICY

11. The OP3FT has prepared and adopted this Frogans Technology User Policy in order to guarantee that the use of the Frogans technology complies with the founding principles defined in the OP3FT Bylaws.
12. This Policy is published on the official Web site of the Frogans technology at the following permanent URL: <https://www.frogans.org/en/resources/ftup/access.html>.
13. The official version of this Policy is provided in ~~English~~ [the English language](#). The OP3FT can also provide translations in other languages for information purposes.
14. Acceptance of this Policy is required prior to using the Frogans technology.
15. Any use of the Frogans technology, in any form, is considered as acceptance of this Policy and the commitments it contains, without restriction nor reserve. Therefore, it is essential to carefully read this Policy.
16. This Policy has the force of a license to use the Frogans technology. This license, granted by the OP3FT, gives each user a right to use the Frogans technology. This right of use is personal, non-transferable and non-exclusive.
17. In exchange for the right to use the Frogans technology, the user undertakes to respect this Policy and to comply with the conditions applicable to the user. These conditions depend on the use made of the Frogans technology by the user. For example:
  - an individual using the Frogans technology to browse Frogans Sites undertakes to respect this Policy, and in particular, undertakes to comply with the conditions given in section I.1 of this Policy;
  - an organization using the Frogans technology to provide Frogans Sites hosting services as well as Frogans Addresses registration-management services undertakes to respect this Policy, and in particular, undertakes to comply with the conditions given in sections I.5 and II.2 of this Policy.
18. Within the context of this Policy, no payment is owed to the OP3FT in exchange for the right to use the Frogans technology, except the case of the FCR Operator (section II.3 of this Policy).
19. A Frogans technology user can be an individual or an organization. An organization is any legal entity, i.e. commercial company, non-profit organization, local authority, government agency, international organization, etc.
20. A Frogans technology user can be located in any country worldwide.
21. A Frogans technology user must have the legal capacity to enter into a contract, in compliance with the laws of the country in which he is resident or established. For example, if the user is an individual, he must have reached the age of legal majority in that country or he must have parental consent.
22. A Frogans technology user undertakes to make sure that his use of the Frogans technology complies with the laws in force in his country, notably whenever this use involves third parties.
23. If a user of the Frogans technology uses the Frogans technology to provide a product or a service to third parties located in countries other than his country, he undertakes to comply with the laws in force in these countries.

24. The Frogans technology is an inseparable whole. The user undertakes to use the Frogans technology in compliance with all technical specifications in force that are published on the official Web site of the Frogans technology at the following permanent URL: <https://www.frogans.org/en/main.html>.
25. The complete agreement between the OP3FT and each user is made up of this Policy and, where applicable, any other documents included by reference in the sections concerning this user.
26. Each user expressly undertakes to accept this Policy in a sincere and honest manner and to apply this Policy in good faith, for the full duration of his use of the Frogans technology.
27. No information nor advice, oral or written, given by the OP3FT, its employees or one of its representatives can ~~change~~ **modify** the agreement between the OP3FT and the user, as arising from this Policy. The user undertakes to refer solely to the Policy version in force, and not to base his use of the Frogans technology on ~~this~~ **such** information or advice.
28. Any agreement signed between users of the Frogans technology must include a clause stipulating the commitment of these users to respect this Policy, and notably to comply with the provisions concerning their relations. This clause must appear clearly in the agreement, and must refer to this Policy by means of the following permanent URL: <https://www.frogans.org/en/resources/ftup/access.html>. If the agreement is not ~~formed~~ in writing, users must inform each other of the obligation to respect this Policy.
29. Any use of the Frogans technology which is not expressly referred to in this Policy is not authorized. The question of cases of use not foreseen in this Policy is dealt with in section III.4 of this Policy.
30. To ensure the security of users of the Frogans technology and preserve the consistency of the Frogans technology, the OP3FT prohibits any modification of the Frogans technology and the dissemination of modified elements of the Frogans technology, by users and third parties. In compliance with the OP3FT Bylaws, the evolution of the Frogans technology is done by the OP3FT and under its supervision.
31. Any security problem or abusive use of the Frogans technology can be reported at the following permanent URL: <https://report.frogans.org/en/main.html>.
32. In order not to restrict the conditions of use of the Frogans technology, the OP3FT has prepared and adopted a policy that all contributors to the development of the Frogans technology undertake to respect. This policy, referred to as the Frogans Technology Development Contributor Policy, is published on the official Web site of the Frogans technology at the following permanent URL: <https://www.frogans.org/en/resources/ftdcp/access.html>.
33. The OP3FT is the holder of trademarks in relation to the Frogans technology, and notably, Frogans, FSDL, FNSL, FPUL, OP3FT, the Asterisk logo and the Two Superimposed Rectangles logo identifying Frogans Player. Anyone intending to use a trademark of the OP3FT must comply with a policy prepared and adopted by the OP3FT. This policy, referred to as the OP3FT Trademark Usage Policy is published on the official Web site of the Frogans technology at the following permanent URL: <https://www.frogans.org/en/resources/otup/access.html>.
34. The OP3FT has prepared and adopted a policy under which it undertakes to respect privacy, notably that of Frogans technology users. This policy, referred to as the OP3FT Privacy Policy, is published on the official Web site of the Frogans technology at the following permanent URL: <https://www.frogans.org/en/resources/opp/access.html>.

35. This Frogans Technology User Policy has a four-part structure: the Frogans Sites Publishing Chain (part I);, the Frogans Addresses Registration Chain (part II);, the other Frogans technology cases of use (part III);, the shared provisions, applicable to all users of the Frogans technology, covering the protection of the Frogans technology, the interpretation and modification of the Policy, limitations of the OP3FT's liability, disputes involving a user and a third party, breaches of user duty and termination cases, and the applicable law (part IV).

36. Definitions of the terms specific to the Frogans technology used in this Policy are given in the introductions to the parts and sections concerned, or failing this, in the OP3FT Bylaws or in documents incorporated by reference in this Policy.

## Part I. THE FROGANS SITES PUBLISHING CHAIN

37. The Frogans technology enables the publishing of Frogans Sites. A Frogans ~~site~~ Site is a set of Frogans pages, hyperlinked to each other, which is made available online on the Internet or in an intranet, at a Frogans address. A Frogans page, referred to as a Frogans slide, can ~~have~~ contain text consisting of international characters.

38. This part I of the Policy concerns users of the Frogans technology who are involved in the publishing chain of Frogans Sites. These users are the End Users (section I.1), Publishers (section I.2), Designers (section I.3), Developers (section I.4), Hosts (section I.5) and Indexers (section I.6).

### Section I.1. END USER OF FROGANS SITES

39. In the Frogans Sites publishing chain, the End User of Frogans Sites is an individual who downloads, installs and uses the Frogans Player software in order to open and browse one or several Frogans Sites.

40. In this section I.1, the terms “you” or “your” refer to the End User of Frogans Sites.

41. This section I.1 defines, in your capacity as an End User of Frogans Sites, the environment which is made available to you by the OP3FT (article 1), the OP3FT's commitments to you (article 2) and your commitments to the OP3FT (article 3).

42. If you wish to publish a Frogans Site ~~by~~ yourself, you can become a Publisher of Frogans Sites; the additional conditions of use that will be applicable to you, in this capacity, are defined in section I.2 of this Policy.

#### Article 1. The environment made available to you by the OP3FT

*[ The opportunities offered to you as an End User of Frogans Sites will be detailed in a later version of this Policy ]*

#### Article 2. The OP3FT's commitments to you

*[ The OP3FT's commitments guaranteeing you a stable and long-term environment will be detailed in a later version of this Policy ]*

#### Article 3. Your commitments to the OP3FT

*[ Your commitments permitting to preserve the consistency and stability of the Frogans technology will be detailed in a later version of this Policy ]*

## Section I.2. PUBLISHER OF A FROGANS SITE

43. In the Frogans Sites publishing chain, the Publisher of a Frogans ~~site~~ Site is an individual or an organization which publishes a Frogans Site. The Publisher of a Frogans Site is the owner of the Frogans Site. The Publisher of a Frogans Site is also the Holder of a Frogans Address, which is used by End Users to open the Frogans Site, ~~then browse it~~.
44. In this section I.2, the terms "you" or "your" refer to the Publisher of a Frogans Site.
45. This section I.2 defines, in your capacity as a Publisher of a Frogans Site, the environment which is made available to you by the OP3FT (article 1), the OP3FT's commitments to you (article 2) and your commitments to the OP3FT (article 3).
46. The additional conditions of use applicable to you, in your capacity as a Holder of a Frogans Address, are defined in section II.1 of this Policy.
47. If you index your Frogans Site ~~by~~ yourself, for example on a Web site, the additional conditions of use applicable to you, in your capacity as an Indexer of Frogans Sites, are defined in section I.6 of this Policy.
48. If you design your Frogans Site ~~by~~ yourself, the additional conditions of use applicable to you, in your capacity as a Designer of Frogans Sites, are defined in section I.3 of this Policy.
49. If you develop your Frogans Site ~~by~~ yourself, the additional conditions of use applicable to you, in your capacity as a Developer of Frogans Sites, are defined in section I.4 of this Policy.
50. If you host your Frogans Site ~~by~~ yourself, the additional conditions of use applicable to you, in your capacity as a Host of Frogans Sites, are defined in section I.5 of this Policy.

### Article 1. The environment made available to you by the OP3FT

*[ The opportunities offered to you as a  
Publisher of a Frogans Site will be detailed  
in a later version of this Policy ]*

### Article 2. The OP3FT's commitments to you

*[ The OP3FT's commitments guaranteeing you  
a stable and long-term environment will be detailed  
in a later version of this Policy ]*

### Article 3. Your commitments to the OP3FT

*[ Your commitments permitting to preserve the consistency  
and stability of the Frogans technology will be detailed  
in a later version of this Policy ]*

## Section I.3. DESIGNER OF FROGANS SITES

51. In the Frogans Sites publishing chain, the Designer of Frogans Sites is an individual or an organization which designs the user experience, the visual appearance and the content of Frogans Sites.
52. In this section I.3 , the terms “you” or “your” refer to the Designer of Frogans Sites.
53. This section I.3 defines, in your capacity as a Designer of Frogans Sites, the environment which is made available to you by the OP3FT (article 1), the OP3FT’s commitments to you (article 2) and your commitments to the OP3FT (article 3).
54. If you wish to provide Frogans Sites development services, you can become a Developer of Frogans Sites; the additional conditions of use that will be applicable to you, in this capacity, are defined in section I.4 of this Policy.
55. If you wish to provide Frogans Sites indexing services, you can become an Indexer of Frogans Sites; the additional conditions of use that will be applicable to you, in this capacity, are defined in section I.6 of this Policy.
56. If you wish to provide registration-management services for Frogans Addresses in the FCR, you can become an FCR Account Administrator; the additional conditions of use that will be applicable to you, in this capacity, are defined in section II.2 of this Policy.
57. If you wish to create and disseminate resources based on the Frogans technology, for example, in order to provide assistance in designing and developing Frogans Sites, please consult the conditions of use defined in section III.1 of this Policy.
58. If you publish a Frogans Site ~~by~~-yourself, the additional conditions of use applicable to you, in your capacity as a Publisher of a Frogans Site, are defined in section I.2 of this Policy.

### Article 1. The environment made available to you by the OP3FT

*[ The opportunities offered to you as a Designer of Frogans Sites will be detailed in a later version of this Policy ]*

### Article 2. The OP3FT's commitments to you

*[ The OP3FT's commitments guaranteeing you a stable and long-term environment will be detailed in a later version of this Policy ]*

### Article 3. Your commitments to the OP3FT

*[ Your commitments permitting to preserve the consistency and stability of the Frogans technology will be detailed in a later version of this Policy ]*

## Section I.4. DEVELOPER OF FROGANS SITES

59. In the Frogans Sites publishing chain, the Developer of Frogans Sites is an individual or an organization which ensures the technical development of Frogans Sites.
60. In this section I.4, the terms “you” or “your” refer to the Developer of Frogans Sites.
61. This section I.4 defines, in your capacity as a Developer of Frogans Sites, the environment which is made available to you by the OP3FT (article 1), the OP3FT’s commitments to you (article 2) and your commitments to the OP3FT (article 3).
62. If you wish to provide Frogans Sites design services, you can become a Designer of Frogans Sites; the additional conditions of use that will be applicable to you, in this capacity, are defined in section I.3 of this Policy.
63. If you wish to provide Frogans Sites hosting services, you can become a Host of Frogans Sites; the additional conditions of use that will be applicable to you, in this capacity, are defined in section I.5 of this Policy.
64. If you wish to provide registration-management services for Frogans Addresses in the FCR, you can become an FCR Account Administrator; the additional conditions of use that will be applicable to you, in this capacity, are defined in section II.2 of this Policy.
65. If you wish to develop and distribute software based on the Frogans technology, for example, in order to facilitate the design, development, maintenance and hosting of Frogans Sites, please consult the conditions of use defined in section III.2 of this Policy.
66. If you publish a Frogans Site ~~by~~ yourself, the additional conditions of use applicable to you, in your capacity as a Publisher of a Frogans Site, are defined in section I.2 of this Policy.

### Article 1. The environment made available to you by the OP3FT

*[ The opportunities offered to you as a Developer of Frogans Sites will be detailed in a later version of this Policy ]*

### Article 2. The OP3FT's commitments to you

*[ The OP3FT's commitments guaranteeing you a stable and long-term environment will be detailed in a later version of this Policy ]*

### Article 3. Your commitments to the OP3FT

*[ Your commitments permitting to preserve the consistency and stability of the Frogans technology will be detailed in a later version of this Policy ]*

## Section I.5. HOST OF FROGANS SITES

67. In the Frogans Sites publishing chain, the Host of Frogans Sites is an individual or an organization which hosts Frogans Sites on a server it operates.

68. In this section I.5 , the terms “you” or “your” refer to the Host of Frogans Sites.

69. This section I.5 defines, in your capacity as a Host of Frogans Sites, the environment which is made available to you by the OP3FT (article 1), the OP3FT’s commitments to you (article 2) and your commitments to the OP3FT (article 3).

70. If you wish to provide registration-management services for Frogans Addresses in the FCR, you can become an FCR Account Administrator; the additional conditions of use that will be applicable to you, in this capacity, are defined in section II.2 of this Policy.

71. If you wish to provide Frogans Sites development services, you can become a Developer of Frogans Sites; the additional conditions of use that will be applicable to you, in this capacity, are defined in section I.4 of this Policy.

72. If you wish to provide Frogans Sites indexing services, you can become an Indexer of Frogans Sites; the additional conditions of use that will be applicable to you, in this capacity, are defined in section I.6 of this Policy.

73. If you publish a Frogans Site ~~by~~-yourself, the additional conditions of use applicable to you, in your capacity as a Publisher of a Frogans Site, are defined in section I.2 of this Policy.

### Article 1. The environment made available to you by the OP3FT

*[ The opportunities offered to you as a Host of Frogans Sites will be detailed in a later version of this Policy ]*

### Article 2. The OP3FT's commitments to you

*[ The OP3FT's commitments guaranteeing you a stable and long-term environment will be detailed in a later version of this Policy ]*

### Article 3. Your commitments to the OP3FT

*[ Your commitments permitting to preserve the consistency and stability of the Frogans technology will be detailed in a later version of this Policy ]*

## Section I.6. INDEXER OF FROGANS SITES

74. In the Frogans Sites publishing chain, the Indexer of Frogans Sites is an individual or an organization which indexes Frogans Sites, by creating links to Frogans Sites, a directory of Frogans Sites, a search engine for Frogans Sites, or by providing indexing or search engine optimization (SEO) services to Publishers of Frogans Sites.

75. In this section I.6, the terms “you” or “your” refer to the Indexer of Frogans Sites.

76. This section I.6 defines, in your capacity as an Indexer of Frogans Sites, the environment which is made available to you by the OP3FT (article 1), the OP3FT's commitments to you (article 2) and your commitments to the OP3FT (article 3).

77. If you publish a Frogans Site ~~by~~-yourself, the additional conditions of use applicable to you, in your capacity as a Publisher of a Frogans Site, are defined in section I.2 of this Policy.

### **Article 1. The environment made available to you by the OP3FT**

*[ The opportunities offered to you as an Indexer of Frogans Sites will be detailed in a later version of this Policy ]*

### **Article 2. The OP3FT's commitments to you**

*[ The OP3FT's commitments guaranteeing you a stable and long-term environment will be detailed in a later version of this Policy ]*

### **Article 3. Your commitments to the OP3FT**

*[ Your commitments permitting to preserve the consistency and stability of the Frogans technology will be detailed in a later version of this Policy ]*

## Part II. THE FROGANS ADDRESSES REGISTRATION CHAIN

78. The Frogans technology involves using Frogans Addresses. A Frogans Address is a string of characters used to identify a Frogans Site published on the Internet or in an intranet.

79. The string of characters of a Frogans Address can contain international characters and can be written from left to right, or from right to left, depending on the writing system and the language.

80. In the writing direction, the string of characters of a Frogans Address begins with a Network Name, followed by the asterisk character "\*", and ends with a Site Name. For example, in the case of the left-to-right writing direction, the pattern of a Frogans Address is:

Network-Name\*Site-Name

81. Each Frogans Address belongs to a Frogans Network. There are three types of Frogans Networks:

- Public Frogans Networks, each of which groups Frogans Addresses beginning with the Network Name "frogans" or the transcription of the name "frogans" into other writing systems or other languages; ~~the~~ Frogans Addresses of a Public Frogans Network are used on the Internet;
- Dedicated Frogans Networks, each of which groups a set of Frogans Addresses beginning with the same customizable Network Name; for example, the Network Name can designate a trademark, a generic term, a ~~geographic~~ geographical name; a community name, etc.; ~~the~~ Frogans Addresses of a Dedicated Frogans Network are used on the Internet;
- Internal Frogans Networks, each of which groups a set of Frogans Addresses beginning with the Network Name "intranet" or the translation of the word "intranet" in other languages; ~~the~~ Frogans Addresses of an Internal Frogans Network are used in an intranet.

82. Frogans Addresses and Frogans Networks are registered in a core database, called the Frogans Core Registry or FCR. This database belongs to the OP3FT. The technical and commercial operation of this database is delegated to an entity putting itself at the service of Internet users, in a manner comparable to registry operators for domain names on the Internet. This entity is called the FCR Operator.

83. Every time an End User opens, on his screen, a Frogans Site published on the Internet, the FCR Operator proceeds, on its servers, to the resolution of the Frogans Address of this Frogans Site.

84. A Frogans Address or a Frogans Network is registered and managed in the FCR through the intermediary of a person who has opened an administrator account in the FCR, called an FCR Account. This person is called an FCR Account Administrator.

85. The opening date of the FCR to Internet users is the date on which the FCR Operator proceeds, on its servers, to the first resolutions of Frogans Addresses, enabling the opening of Frogans Sites published on the Internet.

86. Prior to the opening date of the FCR [to Internet users](#), two successive priority registration periods take place:

- a priority registration period for trademark holders; during this period and thereafter, trademark holders can register Dedicated Frogans Networks whose Network Name corresponds to their trademark;

- a priority registration period for entrepreneurs; during this period and thereafter, any person seeking to develop an initiative based on the publishing of Frogans Sites can register Dedicated Frogans Networks with a Network Name chosen by that person, e.g., a generic term, a ~~geographic~~ geographical name, a community name, etc.

87. The priority registration period for trademark holders is defined in and governed by a document published on the Web site of the FCR Operator at the following permanent URL: <https://fcr.frogans/en/resources/prp-tmh/access.html>.

88. The priority registration period for entrepreneurs is defined in and governed by a document published on the Web site of the FCR Operator at the following permanent URL: <https://fcr.frogans/en/resources/prp-ent/access.html>.

89. By drawing on practices applied in the case of domain name registries, the OP3FT has elaborated and adopted a document in order to define the terms corresponding to Network Names and Site Names whose registration in the FCR is reserved or whose usage is reserved, as well as the beneficiaries of these reserved terms, ~~notably, in particular~~ countries or international organizations. This document is published on the Web site of the FCR Operator at the following permanent URL: <https://fcr.frogans/en/resources/reserved-terms/access.html>.

90. Reserved Terms shall only be registered by their beneficiary, after verifications by the FCR Operator. The beneficiary of a Reserved Term can register a Frogans Address or a Frogans Network corresponding to their Reserved Term as from the start of the priority registration period for trademark holders.

91. As of the opening date of the FCR [to Internet users](#), anyone can register Frogans Addresses of Public Frogans Networks or of Dedicated Frogans Networks, with a Site Name of their choice.

92. The registration of Internal Frogans Networks and their Frogans Addresses will become available on a date after the opening date of the FCR [to Internet users](#).

93. The opening date of the FCR [to Internet users](#), as well as the other dates relative to the registration periods of Frogans Networks and Frogans Addresses, are announced, as they are set [by the OP3FT](#), on the read-only mailing list “[announcement@lists.frogans.org](mailto:announcement@lists.frogans.org)”. Subscription to this read-only mailing list ~~and~~, [as well as](#) the archive of messages posted on this list, are accessible at the following permanent URL: <https://lists.frogans.org/announcement/>.

94. This part II of this Policy concerns users of the Frogans technology who are involved in the registration chain of Frogans Addresses. These users are Holders of Frogans Addresses and of Frogans Networks (section II.1), FCR Account Administrators (section II.2) and the FCR Operator (section II.3).

95. This part II of this Policy also presents the information services provided by the FCR Operator: the FCR Whois Database ~~Query Service~~ [query service](#) (section II.4) and the FCR Public Data ~~Download Service~~ [download service](#) (section II.5).

## Section II.1. HOLDER OF A FROGANS ADDRESS OR OF A FROGANS NETWORK

96. In the Frogans Addresses registration chain, the Holder of a Frogans Address or of a Frogans Network is an individual or an organization which holds a Frogans Address or a Frogans Network registered in the FCR.

97. In this section II.1, the terms "you" or "your" refer to the Holder of a Frogans Address or of a Frogans Network.

98. This section II.1 defines, in your capacity as a Holder of a Frogans Address or of a Frogans Network, the environment which is made available to you by the OP3FT (article 1), the OP3FT's commitments to you (article 2) and your commitments to the OP3FT (article 3).

99. As soon as you use your Frogans Address to publish a Frogans Site on the Internet or in an intranet, the additional conditions of use applicable to you, in your capacity as a Publisher of a Frogans Site, are defined in section I.2 of this Policy.

100. If you wish to register and manage ~~, by yourself,~~ **yourself** your Frogans Address or your Frogans Network in the FCR, or if you wish to provide registration-management services for Frogans Addresses or for Frogans Networks in the FCR for other persons, you can become an FCR Account Administrator; the additional conditions of use that will be applicable to you, in this capacity, are defined in section II.2 of this Policy.

### Article 1. The environment made available to you by the OP3FT

*[ The opportunities offered to you as a Holder of a Frogans Address or of a Frogans Network will be detailed in a later version of this Policy ]*

### Article 2. The OP3FT's commitments to you

*[ The OP3FT's commitments guaranteeing you a stable and long-term environment will be detailed in a later version of this Policy ]*

### Article 3. Your commitments to the OP3FT

*[ Your commitments permitting to preserve the consistency and stability of the Frogans technology will be detailed in a later version of this Policy ]*

## Section II.2. FCR ACCOUNT ADMINISTRATOR

**101.** In the Frogans Addresses registration chain, the FCR Account Administrator is an individual or an organization which provides registration-management services for Frogans Addresses and Frogans Networks in the FCR for Holders of Frogans Addresses and of Frogans Networks.

**102.** In this section II.2, the terms "you" or "your" refer to the FCR Account Administrator.

**103.** This section II.2 defines, in your capacity as an FCR Account Administrator, the environment which is made available to you by the OP3FT (article 1), the OP3FT's commitments to you (article 2) and your commitments to the OP3FT (article 3).

**104.** If you wish to provide Frogans Sites hosting services, you can become a Host of Frogans Sites; the additional conditions of use that will be applicable to you, in this capacity, are defined in section I.5 of the Policy.

**105.** If you wish to provide Frogans Sites development services, you can become a Developer of Frogans Sites; the additional conditions of use that will be applicable to you, in this capacity, are defined in section I.4 of the Policy.

**106.** If you register and manage, for yourself, a Frogans Address or a Frogans Network in the FCR, the additional conditions of use applicable to you, in your capacity as a Holder of a Frogans Address or of a Frogans Network, are defined in section II.1 of the Policy.

### Article 1. The environment made available to you by the OP3FT

*[ The opportunities offered to you as an FCR Account Administrator will be detailed in a later version of this Policy ]*

### Article 2. The OP3FT's commitments to you

*[ The OP3FT's commitments guaranteeing you a stable and long-term environment will be detailed in a later version of this Policy ]*

### Article 3. Your commitments to the OP3FT

*[ Your commitments permitting to preserve the consistency and stability of the Frogans technology will be detailed in a later version of this Policy ]*

## Section II.3. FCR OPERATOR

**107.** In the Frogans Addresses registration chain, the FCR Operator is the entity which is in charge of the technical and commercial operation of the FCR, by putting itself at the service of Internet users.

**108.** The FCR Delegation Agreement governs the obligations of the FCR Operator, including the payment to the OP3FT, as revenue of its endowment, of royalties relating to the license to operate the FCR. This agreement is signed with the OP3FT and is published on the official Web site of the Frogans technology at the following permanent URL: <https://www.frogans.org/en/resources/fcrda/access.html>.

**109.** This section II.3 details, in addition to the provisions of the FCR Delegation Agreement, the environment which is made available to the FCR Operator by the OP3FT (article 1), the OP3FT's commitments to the FCR Operator (article 2) and the FCR Operator's commitments to the OP3FT (article 3).

### **Article 1. The environment made available to the FCR Operator by the OP3FT**

*[ The opportunities offered to the FCR Operator will be detailed in a later version of this Policy ]*

### **Article 2. The OP3FT's commitments to the FCR Operator**

*[ The OP3FT's commitments guaranteeing the FCR Operator a stable and long-term environment will be detailed in a later version of this Policy ]*

### **Article 3. The FCR Operator's commitments to the OP3FT**

*[ The FCR Operator's commitments permitting to preserve the consistency and stability of the Frogans technology will be detailed in a later version of this Policy ]*

## Section II.4. FCR WHOIS DATABASE ~~QUERY SERVICE~~ **QUERY SERVICE**

110. In the Frogans Addresses registration chain, the FCR Operator provides an FCR Whois Database query service. The FCR Whois Database query service is a database that contains information on registrations of Frogans Addresses and Frogans Networks and on FCR Account Administrators.

111. In this section II.4, the terms “you” or “your” refer to a user of the FCR Whois Database query service.

112. This section II.4 defines, in your capacity as a user of the FCR Whois Database query service, the environment which is made available to you by the OP3FT (article 1), the OP3FT's commitments to you (article 2) and your commitments to the OP3FT (article 3).

### **Article 1. The environment made available to you by the OP3FT**

113. The FCR Whois Database contains the contact information of Holders of Frogans Addresses and of Frogans Networks, as well as administrative and technical information on registrations of Frogans Addresses and Frogans Networks in the FCR. The FCR Whois database also contains contact information of FCR Account Administrators, as well as administrative information on FCR Accounts.

114. In a manner comparable to Whois services for domain names on the Internet, you can query the FCR Whois Database online for a legitimate purpose, for example to:

- verify your contact information in your capacity as the Holder of a Frogans Address or of a Frogans Network, as an FCR Account Administrator or as the Host of a Frogans Site;
- contact the Holder of a Frogans Address or of a Frogans Network in the event of a problem arising from the registration or use of the Frogans Address or the Frogans Network;
- contact an FCR Account Administrator in the event of a problem arising from a Frogans Address or a Frogans Network whose the registration is managed by this FCR Account Administrator, or to sign up to the services proposed by the FCR Account Administrator;
- contact the Host of a Frogans Site in the event of a problem with the Frogans Site.

115. The FCR Whois Database query service is provided free of charge by the FCR Operator. This service is available at the following permanent URL: <https://whois.fcr.frogans/>.

116. A query in the FCR Whois Database can cover a Frogans Address of a Public Frogans Network, a Dedicated Frogans Network, a Frogans Address of a Dedicated Frogans Network, or an FCR Account Administrator.

117. The contact information of an FCR Account Administrator, Holder of a Frogans Address or of a Frogans Network, or the Host of a Frogans Site includes the following:

- for an individual: name, complete postal address, telephone number, fax number (optional), and E-mail address; or
- for an organization: name of the organization, name of the contact person inside the organization, complete postal address, telephone number, fax number (optional), and E-mail address.

118. The administrative and technical information on registrations of Frogans Addresses and Frogans Networks include, in particular:

- the status of the Frogans Address or the Frogans Network; if the Frogans Address identifies a Frogans Site which is online, the contact information of the Host of the Frogans Site;
- the Identifier of the FCR Account Administrator which manages the registration of the Frogans Address or Frogans Network;
- the linguistic category of the Frogans Address or Frogans Network;
- the preferred form of the Frogans Address or Frogans Network;
- the initial registration date of the Frogans Address or Frogans Network;
- the expiration date of the registration of the Frogans Address or Frogans Network;
- the type of registration of the Frogans Address or Frogans Network; in the case of a Dedicated Frogans Network registered during the priority registration period for trademark holders, the information declared by the trademark holder;
- the decision of the Holder to allow, or not allow, third parties to index information on its Frogans Addresses or Frogans Network contained in the FCR Public Data.

119. The information published in the FCR Whois Database is updated in real time if this data is modified.

120. You can report any erroneous information to the OP3FT by using the reporting system available at the following permanent URL: <https://report.frogans.org/en/main.html>.

121. If the contact information published in the FCR Whois Database contains personal information on you, you have the right to access and correct this information, in compliance with the French law n°78-17 of January 6, 1978 relative to information technology, data files and civil liberties. To exercise this right, you can contact:

- your FCR Account Administrator if you are the Holder of a Frogans Address or of a Frogans Network;
- the FCR Operator if you are an FCR Account Administrator;
- the Holder of a Frogans Addresses or of a Frogans Network if you are the Host of a Frogans Site.

## Article 2. The OP3FT's commitments to you

122. The OP3FT undertakes that the updates of the Frogans technology shall not have any effect on the provision, free of charge, by the FCR Operator, of the FCR Whois Database query service.

123. The OP3FT requires that all users of the Frogans technology respect this Policy, in order to ensure the accuracy and updating of information published in the FCR Whois Database.

124. In accordance with the sections II.1 and II.2 of this Policy, Holders of Frogans Addresses or of Frogans Networks, as well as FCR Account Administrators, undertake to supply complete, accurate and up-to-date information, and to update this information.

125. In accordance with section II.1 of this Policy, the Holders of Frogans Addresses or of Frogans Networks undertake to regularly check their contact information by querying the FCR Whois Database.

### **Article 3. Your commitments to the OP3FT**

126. In your capacity as a user of the FCR Whois Database query service, you undertake to respect the environment made available to you by the OP3FT, defined in article 1 of this section, as well as the shared provisions of part IV of this Policy which are applicable to all users of the Frogans technology.

127. You acknowledge that the FCR Whois Database belongs to the OP3FT.

128. You acknowledge that the FCR Whois Database query service is provided exclusively by the FCR Operator, in compliance with the applicable law defined in section IV.6 of this Policy.

129. You undertake to use the information contained in the FCR Whois Database in accordance with the laws and regulations in force in your country, notably as regards the respect of personal data and the right to privacy.

130. You undertake not to extract nor reproduce, either in whole or in part, nor to use the information contained in the FCR Whois Database for commercial purposes or prospecting, such as e-mail marketing or spamming.

131. You undertake not to make improper use of the information contained in the FCR Whois Database, and you give a general undertaking not to infringe upon the privacy or reputation of persons.

132. You acknowledge that you bear full and sole responsibility for any abusive use of the FCR Whois Database query service and of the information which it contains.

133. The FCR Whois Database query service contains a method used to verify that each query is executed by a human being and not via an automated system. This method is commonly referred to as CAPTCHA. You undertake not to use an automated system to circumvent this verification method in order to query the FCR Whois Database.

134. The information contained in the FCR Whois Database is declared by the Holders of Frogans Addresses or of Frogans Networks or by FCR Account Administrators. You acknowledge that this information is not checked by the OP3FT nor by the FCR Operator prior to being published. You acknowledge that neither the OP3FT nor the FCR Operator can be held liable for any inaccurate information in the FCR Whois Database.

135. In accordance with section IV.3 of this Policy, you acknowledge that neither the OP3FT nor the FCR Operator can be held liable for any problems accessing the FCR Whois Database subsequent to technical incidents or maintenance operations.

## Section II.5. FCR PUBLIC DATA ~~DOWNLOAD SERVICE~~DOWNLOAD SERVICE

136. In the Frogans Addresses registration chain, the FCR Operator provides a service for downloading FCR Public Data. FCR Public Data is a set of downloadable files which contain information on Frogans Addresses and Frogans Networks registered in the FCR, as well as information on FCR Account Administrators.

137. In this section II.5, the terms “you” or “your” refer to a user of the FCR Public Data download service.

138. This section II.5 defines, in your capacity as a user of the FCR Public Data download service, the environment which is made available to you by the OP3FT (article 1), the OP3FT's commitments to you (article 2) and your commitments to the OP3FT (article 3)

139. If you wish to provide Frogans Sites indexing services, you can become an Indexer of Frogans Sites; the additional conditions of use applicable to you, in this capacity, are defined in section I.6 of this Policy.

### Article 1. The environment made available to you by the OP3FT

140. The downloadable files making up the FCR Public Data are reports containing, in particular, the list of FCR Account Administrators and the list of Frogans Addresses or of Frogans Networks registered in the FCR. The FCR Public Data does not contain information on Frogans Addresses of Internal Frogans Networks, nor the contact information available in the FCR Whois Database.

141. The FCR Public Data download service is provided free of charge by the FCR Operator. This service is available at the following permanent URL: <https://public-data.fcr.frogans/>.

142. You can download the FCR Public Data in order to provide paying or free-of-charge services using this data, for example:

- information services or legal monitoring services on registrations of Frogans Addresses or Frogans Networks;
- services for indexing FCR Account Administrators;
- services for indexing Frogans Addresses or Frogans Networks.

143. FCR Public Data reports can be downloaded either manually via a Web browser, through an HTML interface, or automatically via custom programs.

144. The list of FCR Account Administrators includes, for each FCR Account Administrator:

- the Identifier of the FCR Account Administrator;
- the opening date of the FCR Account;
- the contact type of the FCR Account Administrator;
- the name of the FCR Account Administrator;
- the country in which the FCR Account Administrator is located;
- the URL of the Web site of the FCR Account Administrator (optional);

- the decision of the FCR Account Administrator to allow, or not allow, the indexing of its information contained in the FCR Public Data.
145. An FCR Account Administrator is included in the FCR Public Data when it has confirmed the opening of its FCR Account. The FCR Account Administrator is removed from the list of FCR Account Administrators during the definitive closure of its FCR Account.
146. The list of Frogans Addresses and Frogans Networks registered in the FCR includes, for each Frogans Address and each Frogans Network:
- the linguistic category in which the Frogans Address or Frogans Network was registered;
  - the preferred form of the Network Name or Site Name;
  - the version of the FACR (Frogans Address Composition Rules) technical specification in force during the initial registration of the Frogans Address or Frogans Network;
  - the decision of the Holder to allow, or not allow, third parties to index information on its Frogans Address or Frogans Network contained in the FCR Public Data.
147. The reports published in the FCR Public Reports are updated two (2) times each day by the FCR Operator.
148. Only the two (2) most recent reports are accessible in the FCR Public Data. The FCR Operator deletes the oldest report with each update.
149. The daily reports published in the FCR Public Data are in CSV format. These files are designed to be easily opened and edited in spreadsheet applications.
150. The files of the daily reports in the FCR Public Data are encoded in UTF-8, the TAB character is used as the field separator, and each line in the files ends with the Line Feed character.
151. The daily reports also contain the list of convergence forms of Frogans Addresses and Frogans Networks. This list includes all the convergence forms generated according to the FACR technical specification, for each Frogans Address or Frogans Network registered in the FCR. If you were unable to register a Frogans Address or Frogans Network due to it being excessively similar to a Frogans Address or a Dedicated Frogans Network already registered, you can find the Frogans Address or Frogans Network already registered by using the list of convergence forms of Frogans Addresses and Frogans Networks.
152. The FCR Public Data also contains the monthly reports of the FCR Operator in PDF format, whose content is described in section II.3 of this Policy.
153. You can report any erroneous information to the OP3FT by using the reporting mechanism available at the following permanent URL: <https://report.frogans.org/en/main.html>.

## **Article 2. The OP3FT's commitments to you**

154. The OP3FT undertakes that the updates of the Frogans technology shall not have any effect on the provision, free of charge, by the FCR Operator, of the FCR Public Data download service, nor on your usage of this data free of charge.
155. The OP3FT requires that all users of the Frogans technology respect this Policy, in order to ensure the accuracy and updating of information published in the FCR Public Data.

156. In accordance with section II.2, the FCR Account Administrators accept that information on them is published in the FCR Public Data.

157. In accordance with section II.1, the Holders of Frogans Addresses or of Frogans Networks accept that information on their Frogans Addresses or their Frogans Networks is published in the FCR Public Data.

### **Article 3. Your commitments to the OP3FT**

158. In your capacity as a user of the FCR Public Data download service, you undertake to respect the environment made available to you by the OP3FT, defined in article 1 of this section, as well as the shared provisions of part IV of this Policy which are applicable to all users of the Frogans technology.

159. You acknowledge that the FCR Public Data belongs to the OP3FT.

160. You acknowledge that the FCR Public Data download service is provided exclusively by the FCR Operator, in compliance with the applicable law defined in section IV.6 of this Policy.

161. You undertake to use the information contained in the FCR Public Data in accordance with the laws and regulations in force in your country.

162. You acknowledge that the downloading of FCR Public Data does not give you any right of ownership to the data provided by the FCR Operator.

163. You undertake to respect the decision of Holders of Frogans Addresses or of Frogans Networks to allow, or not allow, third parties to index information on their Frogans Addresses or their Frogans Networks contained in the FCR Public Data. For each Frogans Address or Frogans Network, this decision appears in the list of Frogans Addresses and Frogans Networks registered in the FCR. You undertake to remain informed and to immediately respect any modification of this decision of Holders of Frogans Addresses or of Frogans Networks.

164. You undertake to respect the decision of FCR Account Administrators to allow, or not allow, the indexing of their information contained in the FCR Public Data. This decision appears in the list of FCR Account Administrators. You undertake to remain informed and to immediately respect any modification of this decision of FCR Account Administrators.

165. You acknowledge that you bear full and sole responsibility for any abusive use of the FCR Public Data download service and of the information which it contains.

166. The information contained in the list of FCR Account Administrators is declared by the FCR Account Administrators. You acknowledge that this information is not checked by the OP3FT nor by the FCR Operator prior to being published. You acknowledge that neither the OP3FT nor the FCR Operator can be held liable for any inaccurate information in the list of FCR Account Administrators.

167. No FCR Account Administrator is accredited by the OP3FT nor by the FCR Operator. You acknowledge that the publishing of the list of FCR Account Administrators does not, under any circumstances, constitute an approval nor guarantee given by the OP3FT nor by the FCR Operator as to the quality of service of these FCR Account Administrators.

168. In accordance with section IV.3 of this Policy, you acknowledge that neither the OP3FT nor the FCR Operator can be held liable for any problems for accessing the FCR Public Data subsequent to technical incidents or maintenance operations.

## **Part III. OTHER USE CASES OF THE FROGANS TECHNOLOGY**

*[ The content of this part will be detailed  
in a later version of this Policy ]*

### **Section III.1. CREATING RESOURCES BASED ON THE FROGANS TECHNOLOGY**

*[ The content of this section will be detailed  
in a later version of this Policy ]*

### **Section III.2. DEVELOPING SOFTWARE BASED ON THE FROGANS TECHNOLOGY**

*[ The content of this section will be detailed  
in a later version of this Policy ]*

### **Section III.3. RESPONSIBLE REDISTRIBUTION OF THE FROGANS PLAYER SOFTWARE**

*[ The content of this section will be detailed  
in a later version of this Policy ]*

### **Section III.4. USE CASES NOT PROVIDED FOR IN THIS POLICY**

*[ The content of this section will be detailed  
in a later version of this Policy ]*

## Part IV. SHARED PROVISIONS

**169.** This part IV of the Policy concerns all users of the Frogans technology, regardless of the use they make of the Frogans technology.

**170.** The provisions of this part IV of the Policy are in addition to the elementary provisions included in the Introduction and in the Purpose of this Policy.

**171.** This part IV of the Policy covers the protection of the Frogans technology (section IV.1), the interpretation and modification of the Policy (section IV.2), the limitations of the OP3FT's liability (section IV.3), disputes involving a user and a third party (section IV.4), breaches of user duty and termination cases (section IV.5), and the applicable law (section IV.6).

**172.** Sections IV.3, IV.4 and IV.5 do not concern the FCR Operator since questions covering ~~on~~ the limitations of the OP3FT's liability, the settlement of disputes between the FCR Operator and a third party, as well as FCR Operator breaches and termination cases are covered by the FCR Delegation Agreement signed with the OP3FT and published on the official Web site of the Frogans technology at the following permanent URL: <https://www.frogans.org/en/resources/fcrda/access.html>.

### Section IV.1. PROTECTION OF THE FROGANS TECHNOLOGY

**173.** This section IV.1 covers the protection of the Frogans technology.

**174.** In this section IV.1, the terms "you" or "your" refer to any user of the Frogans technology.

**175.** This section IV.1 covers the free-of-charge use of the Frogans technology (article 1), the OP3FT's role in the protection of the Frogans technology (article 2) and your involvement in the protection of the Frogans technology (article 3).

#### Article 1. Free-of-charge Use of the Frogans technology

**176.** In compliance with the founding principles defined in the OP3FT Bylaws, the Frogans technology is disseminated by the OP3FT in the form of an open standard, available to all, free of charge.

**177.** In a manner comparable to open standards for the Internet, the use of the Frogans technology is free of charge for all its users and does not entail any payment of royalties to the OP3FT. Moreover, users may commercialize products and services based on the Frogans technology, should they wish to do so. Only the FCR Operator is required to pay royalties to the OP3FT within the context of addressing services which it provides to Internet users.

**178.** The dissemination of the Frogans technology in the form of an open standard usable by all, free of charge, meets one of the permanent objectives of the Frogans project pursued by the OP3FT: to foster employment, innovation and economic development.

**179.** For the Frogans technology to remain usable by all free of charge, it must not infringe any third-party intellectual property rights. Failing this, a third party could impede the use of the Frogans technology or require the payment of royalties by the OP3FT or by users of the Frogans technology.

**180.** The dissemination of the Frogans technology in the form of an open standard available to all, free of charge, requires both:

- the involvement of the OP3FT, through the implementation of preventive measures in order to exclude, from the Frogans technology, any elements covered by any third-party intellectual property rights; and
- the involvement of Frogans technology users, through their reporting to the OP3FT of the existence of any rights that a Frogans technology element could infringe, as soon as they become aware of any such rights.

**181.** The acceptance by all users to the principle of dissemination of the Frogans technology in the form of an open standard is an essential condition for the existence of the Frogans technology and for making it available to all, free of charge. Consequently, you must not use the Frogans technology if you do not adhere to, or do not intend to respect and enable the application of this principle of dissemination of the Frogans technology in the form of an open standard.

## **Article 2. Role of the OP3FT in the protection of the Frogans technology**

**182.** For the Frogans technology to continue to exist in the form of an open standard for the Internet, available to all, free of charge, the OP3FT Bylaws require that whenever the Frogans technology includes or involves using third-party technologies, these third-party technologies must be usable by all, free of charge, in a perpetual manner and without restriction, for all uses in relation to the Frogans technology.

**183.** When carrying out works in relation to its public-interest mission concerning the Frogans technology, the OP3FT makes sure that no third-party intellectual property rights are infringed by an element of the Frogans technology, so as to enable all users to have unencumbered enjoyment of the Frogans technology. For example, in compliance with its Bylaws, the OP3FT:

- continues to use, as a priority, open and free-of-charge standards for the Internet;
- requires all its permanent working teams and any Contributor to the development of the Frogans technology to give a guarantee that the outcome of their work ~~do~~ **does** not entail the payment of royalties by the users of the Frogans technology nor by the OP3FT;
- implements a public consultation procedure and mailing lists enabling all Internet users to report any intellectual property rights of which they are aware and which could concern the Frogans technology;
- proposes to owners of intellectual property rights that they authorize the free use of their rights by the OP3FT and by users of the Frogans technology by becoming Contributors to the development of the Frogans technology.

**184.** In compliance with its Bylaws and the founding principles of the Frogans technology, the OP3FT has the obligation to modify the Frogans technology should it be proven that an element of the Frogans technology infringes an intellectual property right and can lead, either now or in the future, to the OP3FT or to users of the Frogans technology having to pay royalties.

**185.** The preventive measures implemented by the OP3FT are derived from the mechanisms implemented by non-profit organizations which develop standards for the Internet, such as the IETF and the WC3, in order to maintain the free-of-charge use of their standards.

### **Article 3. Your involvement in the protection of the Frogans technology**

**186.** This article concerns you only if you have knowledge in intellectual property law or if you are an owner of intellectual property rights. If you do not have any particular expertise nor knowledge in intellectual property law, notably the intellectual property law applicable in your country, you are not concerned by the conditions given in the remainder of this article.

**187.** Intellectual property rights are being created massively and on a permanent basis worldwide, such as, for example, patents granted in every country. The OP3FT does not have sufficient financial and human resources to be able to check that no element of the Frogans technology infringes a third-party intellectual property right, notably during updates of the Frogans technology.

**188.** In order to enable the dissemination of the Frogans technology in the form of an open standard for the Internet, available to all, free of charge, you agree to participate, in the public interest, in the protection of the Frogans technology. In particular, and regardless of the use you make of the Frogans technology, you accept to help the OP3FT to identify the intellectual property rights which may concern the Frogans technology.

**189.** As soon as you become aware of an intellectual property right not belonging to the OP3FT and which, in your opinion, could be infringed by an element of the Frogans technology, it is necessary that you report this intellectual property right to the OP3FT. This element can be under development or already made available to users.

**190.** It is essential that the OP3FT be aware of the existence of such an intellectual property right as soon as possible, whether this be before or after the dissemination of the concerned elements of the Frogans technology, so that the OP3FT can take any corrective measures that may be required, doing so while causing the least possible disruption to users of the Frogans technology, e.g. End Users of Frogans Sites, Publishers of Frogans Sites or Developers of Frogans Sites.

**191.** Consequently, you undertake not to delay in reporting such an intellectual property right, so that the OP3FT can be aware of the existence of this right as soon as possible.

**192.** To report such an intellectual property right, please post a message on the mailing list "ipr-report@lists.frogans.org". It is not necessary to have subscribed to this mailing list to post a message. The mailing list and the archive of messages posted on this list can be accessed at the following permanent URL: <https://lists.frogans.org/ipr-report/>.

## Section IV.2. INTERPRETATION AND MODIFICATION OF THE POLICY

193. This section IV.2 covers the interpretation and the modification of this Policy.

194. In this section IV.2, the terms "you" or "your" refer to any user of the Frogans technology.

195. This section IV.2 covers the interpretation of the Policy (article 1), the applicable version of the Policy (article 2), the context for modifying the Policy (article 3) and the entry into force of a new version of the Policy (article 4).

### Article 1. Interpretation of the Policy

196. Your acceptance of this Policy includes respecting the founding principles defined in the OP3FT Bylaws.

197. No title, clause, article, section nor part of this Policy can be interpreted in isolation nor contrary to the general meaning of the Policy or of documents included by reference in this Policy.

198. In **the** case of contradiction between two clauses ~~given~~**contained** in this Policy, priority of interpretation shall be given to the clause whose meaning is closest to the founding principles defined in the OP3FT Bylaws, or failing this, to the content of a technical specification of the OP3FT, with the most recently adopted technical specification having priority.

199. The nullity of one or several clauses of this Policy or of a document included by reference in this Policy does not lead to the nullity of the Policy in its entirety.

200. In **the** case of contradiction between, on the one hand, a clause or definition ~~given~~**contained** in this Policy, and, on the other hand, the OP3FT Bylaws or one or several technical specifications adopted by the OP3FT, the order of priority of interpretation shall be as follows: the OP3FT Bylaws, then the most recently adopted technical specification, and then this Policy.

201. In **the** case of contradiction between, on the one hand, a clause or a definition ~~given~~**contained** in this Policy, and, on the other hand, information published on a Web site or posted on a read-only mailing list of the OP3FT in relation to works for the promotion of the Frogans technology carried out by the OP3FT, only this Policy shall apply, and the contradictory information is not to be taken into account.

202. Whenever a clause of this Policy refers to a technical specification of the OP3FT without indicating the version number, the version(s) concerned are those indicated as being in force on the Web page giving access to the technical specification.

203. Information given by third parties concerning the conditions of use of the Frogans technology is not legally binding within the context of application of this Policy.

### Article 2. Applicable Version of the Policy

204. The applicable version of this Policy is the version indicated as being in force on the official Web site of the Frogans technology at the following permanent URL: <https://www.frogans.org/en/resources/ftup/access.html>.

205. Only the English version of this Policy provided by the OP3FT prevails, notably in the case of contradiction between this English version and translations in other languages provided by the OP3FT for information purposes.

206. Any translations of this Policy provided by third parties are not legally binding.

207. Any other versions of this Policy published on the official Web site of the Frogans technology are provided by the OP3FT exclusively for information purposes, whether they be previous versions or a new version of this Policy, prior to its entry into force.

208. When publishing a new version of this Policy, the OP3FT may publish a document highlighting differences between this version and a previous version. Such a document is provided by the OP3FT for information purposes and is not legally binding.

209. Documents under preparation by the OP3FT ("drafts") which concern a projected modification of this Policy are not applicable.

210. Documents concerning a projected modification of this Policy which are published on the OP3FT's Web site within the context of the public consultation procedure at a permanent URL of type [https://www.op3ft.org/en/resources/consultations/consultation- \(<ref> designating the reference of the public consultation\) are not applicable.](https://www.op3ft.org/en/resources/consultations/consultation-<ref>/access.html)

### Article 3. Context for modifying the Policy

211. Within the context of its public-interest mission, and in compliance with article 5 of its Bylaws, the OP3FT carries out works to ensure the progress of the Frogans technology. Some of these works may lead to updates to the Frogans technology. Such updates can include, for example:

- adopting a new version of a technical specification;
- making a new version of a software library available;
- making a new version of the Frogans Player software available.

212. Some updates to the Frogans technology may require adapting the conditions of use of the Frogans technology to reflect these updates, and may thus lead to a modification of this Policy. The modifications of this Policy can be relative to, for example:

- the environment made available to one or several categories of users of the Frogans technology;
- the OP3FT's commitments to one or several categories of users of the Frogans technology;
- the commitments of one or several categories of users of the Frogans technology to the OP3FT;
- adding a new use case of the Frogans technology.

213. In addition to updates to the Frogans technology, some changes to the Internet environment on a technical, administrative or a legal level can require adapting the conditions of use of the Frogans technology, and can therefore lead to a modification of this Policy.

214. You undertake to stay informed of modifications of this Policy. To this end, you can, for example, regularly consult the official Web site of the Frogans technology at the following permanent URL: <https://www.frogans.org/en/resources/ftup/access.html>. You can also subscribe to the read-only mailing list "announcement@lists.frogans.org" used by the OP3FT to post announcements and news about-on the Frogans technology. This list can be accessed at the following permanent URL: <https://lists.frogans.org/announcement/>.

## Article 4. Entry into force of a new version of the Policy

215. In compliance with article 13 of the OP3FT Bylaws, in the case of a projected modification of this Policy, a public consultation procedure is opened to enable all Internet users to make comments on the new version of the Policy, prior to its adoption.

216. In [the](#) case of adoption, by the OP3FT, of a new version of the Policy, this new version is published at the following permanent URL: <https://www.frogans.org/en/resources/ftup/access.html>. The decision to adopt the new version of the Policy is also announced on the read-only mailing list "announcement@lists.frogans.org".

217. As of the date of entry into force of the new Policy, you undertake to respect the new version of the Policy and to comply with the conditions applicable to you. The new Policy applies as of right once it enters into force.

218. If an agreement which you made with another Frogans technology user is no longer compatible with the new version of the Policy, you undertake to amend this agreement prior to the date on which the new version of the Policy enters into force so as to make it compatible with the new version.

219. If you do not wish to continue to use the Frogans technology under the conditions given in the new version of the Policy, you shall have up to the date of entry into force of the new version of the Policy to stop your use of the Frogans technology and of all its elements, under the [condition conditions](#) given in article 5 of section IV.5 of this Policy.

220. In general, the period prior to the entry into force of the new version of the Policy may not be less than thirty (30) calendar days following the announcement date of this new version.

221. Whenever justified by exceptional circumstances affecting the security of some users of the Frogans technology, the period prior to entry into force of the new version of the Policy may be reduced to less than thirty (30) calendar days, provided that the amendments of the Policy are limited to managing the security problem in question.

222. Prior to the opening date of the FCR [to Internet users](#), the Policy is updated regularly to include new user categories, by setting their conditions of use. During this period, the date of entry into force of a new version of the Policy corresponds to its date of publication.

223. New versions of this Policy are implemented in a non-retroactive manner.

### Section IV.3. LIMITATIONS OF THE OP3FT'S LIABILITY

224. This section IV.3 covers the limitations of the OP3FT's liability.

225. In this section IV.3, the terms "you" or "your" refer to any user of the Frogans technology, with the exception of the FCR Operator, as indicated in the introduction of part IV of this Policy.

226. This section IV.3 covers your use of the Frogans technology (article 1), the functioning of the Frogans technology (article 2), the liability of other users (article 3), the context of use of the Frogans technology (article 4), the means to resolve problems of use (article 5), the absence of guarantee given by the OP3FT (article 6), and the cases of force majeure (article 7).

## **Article 1. Your Use of the Frogans technology**

**227.** Regardless of the use you make of the Frogans technology, you must comply with the conditions of use defined in this Policy and you must respect all the technical specifications of the Frogans technology in force, as well as all other documents included by reference in this Policy. These obligations also apply to third parties acting on your behalf within the context of your use of the Frogans technology.

**228.** The OP3FT is not liable for any damages which you might suffer arising from your own actions, and notably from any use that is inappropriate, non-compliant, misuse or not provided for in this Policy, or any use of modified elements of the Frogans technology.

**229.** The OP3FT is not liable for any damages which you might suffer arising from the actions of third parties acting on your behalf within the context of your use of the Frogans technology.

## **Article 2. Functioning of the Frogans technology**

**230.** In compliance with its public-interest mission and in keeping with the human and financial resources at its disposal, the OP3FT does its utmost to ensure the reliability, integrity and security of the Frogans technology.

**231.** You acknowledge that the OP3FT provides you with the Frogans technology "as is", without any guarantee, notably as regards suitability for a given use or the possibility of commercial development. For example:

- the technical specifications of the Frogans technology, which are the fruit of a research work in perpetual evolution, are provided "as is"; the OP3FT is not liable for their real or expected capacities, nor for their efficiency once implemented;
- the software libraries of the Frogans technology, along with their sample programs and their wrappers for programming languages, as well as the software development kits (SDK) are provided "as is" and may contain malfunctions; the OP3FT is not liable for their compliance with an objective nor for their ability to meet any nature of economic objective;
- the Frogans Player software, regardless of the device on which it is disseminated, is provided "as is"; the OP3FT does not guarantee its efficiency, maintenance, availability nor compatibility with your device, your equipment, your operating system or your other software.

**232.** The OP3FT provides certain elements of the Frogans technology in trial version (beta) in order to enable finalization of these elements in diverse computer environments. You acknowledge that these elements can have malfunctions which prevent a normal use of the Frogans technology.

**233.** You acknowledge that functioning problems of the Frogans technology can disrupt the correct functioning and affect the level of performance of your other software, your operating system, your equipment or your network.

**234.** You desist from any and all legal claims against the OP3FT based on the real or the expected capacities of the Frogans technology, or on any functioning problem of the Frogans technology.

### Article 3. The liability of other users

**235.** Regardless of the use you make of the Frogans technology, you enter into contractual relations with other users of the Frogans technology. For example:

- as an End User, you are bound to the Publishers of Frogans Sites which publish the Frogans Sites that you open and browse;
- conversely, as a Publisher of a Frogans Site, you are bound to all End Users who open and browse your Frogans Site; where applicable, you can also be bound to a Designer of Frogans Sites or a Developer of Frogans Sites or a Host of Frogans Sites;
- as a Developer of software based on the Frogans technology, you are bound to all Designers of Frogans Sites, Developers of Frogans Sites, and Hosts of Frogans Sites who use software developed by you.

**236.** The OP3FT is not liable for any damages which you might suffer arising from the actions of other users of the Frogans technology to whom you are bound by contract, regardless of the reason for these damages. These actions of other users can, for example, consist of:

- a failure to respect their obligations to you;
- a use of the Frogans technology that is inappropriate, non-compliant, misuse or not provided for in this Policy;
- a use of modified elements of the Frogans technology.

**237.** As is the case whenever using technologies involving several users, the use of the Frogans technology involves risks which you should anticipate. In this regard, you acknowledge that the OP3FT is not liable, for example:

- for content published on Frogans Sites;
- for the design, development, hosting and indexing of Frogans Sites;
- for the choice of Frogans Addresses and of Frogans Network;
- for the registration of Frogans Addresses and of Frogans Network in the FCR;
- for the technical and commercial operation of the FCR;
- for the accuracy of information in the FCR Whois Database;
- for third-party resources and software based on the Frogans technology;
- for the redistribution of the Frogans Player software by third parties, under the conditions of section III.3 of this Policy.

**238.** Within the context of the dissemination of the Frogans technology, users may exchange miscellaneous information concerning the Frogans technology and its functioning, its roadmap and its current or future functionalities, notably in order to promote their range of products or services or their initiatives. The OP3FT is not liable for any imprecisions, inaccuracies or omissions relative to information given by these users of the Frogans technology.

## Article 4. Context of use of the Frogans technology

**239.** In compliance with the OP3FT Bylaws, the Frogans technology is intended to be used in a very wide variety of computer environments, involving third-party software, operating systems, equipment, networks, and third-party software downloading platforms.

**240.** The OP3FT does not have the possibility to test, or have tested, the Frogans technology in all current or future contexts of use.

**241.** You acknowledge and accept that the OP3FT shall not incur liability should you find it difficult or impossible to use the Frogans technology, as a result of an incompatibility between the Frogans technology and your context of use, nor for any damages which you might suffer in relation thereto.

**242.** As is the case whenever using software technologies, the use of the Frogans technology involves risks which you should anticipate. In this regard, you acknowledge that the OP3FT is not liable for damages which you might suffer arising from a functioning problem of the Frogans technology, resulting, for example, from:

- the behavior of third-party software installed or executed on your computer system or in your computer network, such as anti-virus software, firewalls or other security software; it is your responsibility to set your software so that they do not prevent the normal functioning of the Frogans technology, notably following an update of your software;
- the shared use of third-party software installed or executed on your computer system, such as browsing software, an E-mail client or communication software, causing problems as to memory availability, processor power or network bandwidth;
- the behavior of the operating system of your computer system when running software, causing forced shutdowns or making it impossible to start software, notably following an update of this operating system;
- the presence or the installation of an accessory or a piece of equipment on your computer system;
- any malfunction of the network to which your computer system is connected, be this the Internet, an intranet or a local home network, and regardless of the technology used for the connection: RTC, cable, xDSL, optic fiber, satellite, WiFi, GSM, 3G, 4G, LTE, etc.;
- the introduction, by your Internet Service Provider, of rules selectively limiting data transmission;
- any malfunction of a third-party software downloading platform;
- decisions taken by the manager of a software downloading platform concerning the withdrawal, suspension or barring of an application or one of its versions, or concerning the conditions of access to the platform.

**243.** You desist from any and all legal claims against the OP3FT based on any difficulties in using, or impossibility to use, the Frogans technology resulting from an incompatibility between the Frogans technology and your context of use.

## Article 5. Means to resolve problems of use

**244.** In compliance with its public-interest mission, the OP3FT makes a range of means available to users of the Frogans technology so as to enable them to contribute to the resolution of problems concerning the use of the Frogans technology. These means include, for example, Frogans technology mailing lists accessible at the following permanent URL:

<https://lists.frogans.org/en/main.html>, as well as the reporting system accessible at the following permanent URL: <https://report.frogans.org/en/main.html>.

245. In [the](#) case of a problem concerning your use of the Frogans technology, you undertake to use the means made available by the OP3FT to contribute to the resolution of the problem.

246. You acknowledge and accept that some problems concerning your use of the Frogans technology might not be resolved at all, might only be partially resolved, or might not be resolved within a timeframe compatible with your expectations.

247. You acknowledge that the works carried out by the OP3FT to ensure the progress of the Frogans technology might undergo delays, postponements or ~~cancelation~~ [cancellation](#) of some existing or projected elements or functionalities, for example, subsequent to a public consultation procedure.

248. In [the](#) case of a problem concerning your use of the Frogans technology, your decision not to use the means of resolution made available by the OP3FT, but, on the contrary, to take contentious proceedings, by, for example, serving a summons and complaint on the OP3FT or filing a complaint against the OP3FT, including but not limited to, a class action, will be considered by the OP3FT as termination as of right of your Frogans technology user license.

249. The OP3FT reserves the right to publish, notably on its Web site "op3ft.org" or on the official Web site of the Frogans technology "frogans.org", information relative to any dispute with a user of the Frogans technology. This may concern, for example, notifications, formal notices or court decisions.

## Article 6. Absence of guarantee given by the OP3FT

250. The OP3FT does not guarantee that the Frogans technology is suitable for a given use or commercial development. The OP3FT is not liable for losses, damages, claims or expenses of any nature, nor for indirect damages related to the use of the Frogans technology. Indirect damages shall include loss of data, time, profits, sales, margins, orders, customers, operations, revenue or commercial actions, and shall also include brand name impairment, loss of expected resources or third-party actions.

251. The OP3FT does not guarantee that the Frogans technology is able to meet your expectations. Likewise, you acknowledge and accept that the OP3FT does not guarantee any goods or services using the Frogans technology, or concerning the Frogans technology or referring thereto, nor any goods or services purchased or obtained by way of the Frogans technology.

252. This Policy cannot modify additional rights, warranties, conditions, declarations nor provisions to which you might be entitled under the law of your country, notably as regards consumers.

## Article 7. Cases of force majeure

253. The OP3FT shall not be held liable in the case of force majeure or fortuitous event. Cases of force majeure or fortuitous events shall expressly include those usually retained by the case law of French courts and tribunals, as well as the following events, including but not limited to: declared or undeclared war, civil war, riots and revolutions, piracy, sabotage; natural disasters such as violent storms, cyclones, earthquakes, tidal waves, flooding, destruction by lightning; explosions, fire, destruction of machines, factories or installations of all nature; boycotts, strikes or lockouts of all forms; pandemics or viral epidemics; acts of public authority be they licit or illicit; blocking of means of transport or of procurement, notably power, failure in the provision of electrical power, heating, air conditioning, telecommunications networks, data transport, or satellites.

## Section IV.4. DISPUTES INVOLVING A USER AND A THIRD PARTY

254. This section IV.4 covers disputes involving a user of the Frogans technology and a third party, with the exception of disputes concerning ~~the~~ registrations of Frogans Addresses and of Frogans Networks and which are covered by the UDRP-F. These disputes are dealt with in section II.1 of this Policy concerning the Holders of Frogans Addresses and of Frogans Networks.

255. In this section IV.4, the terms “you” or “your” refer to any user of the Frogans technology, with the exception of the FCR Operator, as indicated in the introduction of the part IV of this Policy.

256. This section IV.4 covers both disputes resulting from an infringement by a third party of your rights, and disputes resulting from the infringement by you of a third party’s rights.

257. This section IV.4 covers the OP3FT’s neutrality in disputes between you and a third party (article 1); the implementation by the OP3FT of decisions issued by a French jurisdiction (article 2) and the implementation by the OP3FT of decisions issued by a jurisdiction located outside of France (article 3).

### Article 1. The OP3FT's neutrality in disputes between you and a third party

258. Within the context of your use of the Frogans technology, a dispute may arise between you and a third party. The OP3FT does not intervene in resolving any such dispute, regardless of whether or not this third party be a user of the Frogans technology.

259. In a general manner, the OP3FT suggests that you attempt to settle amicably any disputes which might arise between you and third parties before filing legal claims.

260. If the dispute concerns a third party who is a user of the Frogans technology, and if you note a violation of this Policy by this third party, you may report this violation so that the OP3FT may intervene under the conditions defined in section IV.5 of this Policy. You acknowledge that the provisions of section IV.5 of this Policy do not concern, under any circumstances, the resolution of the dispute itself.

261. If the dispute concerns an infringement of one of your rights by a third party, it is up to you to file the appropriate legal claim against this third party, doing so before the relevant jurisdiction. The law applicable to the dispute will depend on the contractual relation you might have with this third party, your respective geographic locations, the location and nature of the dispute, as well as any agreements which might have been signed between your respective countries.

262. During legal claims filed subsequent to the dispute, you may obtain, in some cases, decisions ordering provisional remedies, some of which may involve enforcement by the OP3FT. The conditions of enforcement by the OP3FT of provisional remedies are given in articles 2 and 3 according to the location of the jurisdiction issuing such decisions.

263. Within the context of any legal claims filed subsequent to a dispute, you undertake not to implead the OP3FT nor to hold the OP3FT liable, assuming that the dispute concerns your relations with this third party and not your relation with the OP3FT. Failing this, the OP3FT reserves the right, in addition to the application of the provisions of this Policy, to file all legal claims before the relevant jurisdiction, as detailed in article 3 of section IV.6 of this Policy, or before the jurisdictions of the country where the legal claims are taking place, in order to obtain remedy for the harm suffered, including the reimbursement of costs incurred by the OP3FT.

## Article 2. Implementation by the OP3FT of decisions issued by a French jurisdiction

**264.** The OP3FT respects all laws applicable in France, country of its registered office, as indicated in section IV.6 of this Policy.

**265.** Court decisions issued by a French jurisdiction are implemented by the OP3FT if these decisions are legally binding on the OP3FT, and involve enforcement on its part. For example, the following decisions can be legally binding on the OP3FT: a provisional remedy, an order to provide information to an official authority, or the ~~cancelation~~-[cancellation](#) of the rights granted under this Policy.

**266.** For the OP3FT to implement a court decision concerning you, this decision must have become res judicata or be provisionally enforceable. The concerned decisions are:

- court decisions to be automatically provisionally enforced pursuant to article 514 of the French civil procedure code;
- court decisions with provisional enforcement under article 515 of the French civil procedure code, upon submission, to the OP3FT, of proof of provision of any security as may be required by a judge under article 517 of the French civil procedure code;
- court decisions that have become res judicata under article 500 of the French civil procedure code, upon submission of proof; this proof can consist of, for example, the submission of a certificate of non-appeal or the decision of the appellate jurisdiction.

**267.** A court decision shall be implemented by the OP3FT after it has been served by a bailiff by the most diligent party, and if it is provisionally enforceable, upon proof of submission of the decision to the other party.

**268.** The OP3FT cannot proceed with applications that are not enforceable. Specifically, the OP3FT cannot be bound by any letters, summons, or copies of summons and complaints that you might send to the OP3FT.

**269.** If a court decision implemented by the OP3FT ~~was~~-[were](#) to be overturned, for example, in [the](#) case of withdrawal or appeal, the OP3FT will enforce the new decision under the same conditions.

**270.** The OP3FT shall be required to provide or check information upon request from:

- a legal authority, if the judicial requisition is issued by a French authority, or if it is an international judicial requisition that produces legal effects in France;
- an authority empowered by the French law, such as the *Direction Générale de la Concurrence, de la Consommation et de la Répression des Fraudes* (French Directorate-General for Competition, Consumer Affairs and Repression of Fraud - DGCCRF), *Commission Nationale de l'Informatique et des Libertés* (French National Commission for Computing and Liberties - CNIL), the Tax Administration or the Customs Administration.

**271.** Operations carried out by the OP3FT pursuant to a court decision shall not cause the OP3FT to incur any liability, on any grounds whatsoever.

**272.** If a court decision leads to the transfer of ownership of a Frogans Address or of a Frogans Network, the new Holder of the Frogans Address or of the Frogans Network will be bound by this Policy.

**273.** The FCR Operator shall also implement court decisions concerning the addressing services it provides, if these decisions are legally binding on the FCR Operator and involve enforcement on its part.

### **Article 3. Implementation by the OP3FT of decisions issued by a jurisdiction located outside of France**

**274.** Court decisions issued by the jurisdictions of a given country are not systematically enforceable in another country. By contrast with decisions issued by French jurisdictions, which are directly legally binding on the OP3FT in compliance with article 2, decisions issued by a jurisdiction located outside of France must meet a number of additional requirements in order to be implemented by the OP3FT.

**275.** For the OP3FT to implement a court decision concerning you that was issued by a jurisdiction located outside of France, you must file a procedure of exequatur for this decision before the relevant French *tribunal de grande instance* in order for this decision to produce its effects in France in compliance with article 509 and following of the French civil procedure code. As regards the OP3FT, the relevant French court is indicated in article 3 of section IV.6 of this Policy.

**276.** The course of the procedure of exequatur and the documents to provide depend on the jurisdiction and on the country in which the court decision concerning you was taken and on the matter concerned by this decision. For example, in the case of a foreign case law in a civil or commercial matter not originating in a Member State of the European Union, the procedure of exequatur starts by way of a motion submitted to the court, or by serving a summons and complaint. In the absence of an agreement on judicial cooperation between France and the country concerned, the relevant French court will typically check if:

- the jurisdiction which issued the decision was the relevant jurisdiction;
- the decision is consistent with substantial and procedural international public policy; and
- the decision does not involve fraudulent evasion of the law, such as an attempt to have the claim judged in a country which would be more favorable to one of the parties (“forum shopping”);

**277.** In [the](#) case of foreign ruling originating in a Member State of the European Union, the conditions for the granting of the exequatur are simplified, notably by the European Union Council Regulation dated December 22, 2000 on jurisdiction and the recognition and enforcement of judgments in civil and commercial matters. The relevant French court will only check the validity of the declaration of enforceability. The procedure of exequatur starts with the issuance of a motion submitted to the President of the relevant French court.

**278.** Once the exequatur concerning a court decision issued by a jurisdiction located outside of France has been obtained, the decision shall be implemented by the OP3FT once it has been served by a bailiff.

**279.** For the OP3FT to implement an arbitral award concerning you when it has been issued by a jurisdiction located outside of France, you must file a procedure of exequatur by sending to the relevant French court either the original of the arbitral award along with a copy of the arbitration agreement, or copies of such documents which satisfy the conditions required for their authenticity. The enforcement order is affixed to the original or the copy of the arbitral award, following verification of the nature of the document, and subject to the arbitral award not being manifestly contrary to French public order.

**280.** Once the exequatur in relation to an arbitral award taken outside of France within the context of an arbitration procedure has been obtained, the arbitral award is implemented by the OP3FT once it has been served by a bailiff.

## Section IV.5. BREACHES OF USER DUTY AND TERMINATION CASES

**281.** This section IV.5 covers breaches of user duty and termination cases.

**282.** In this section IV.5 , the terms "you" or "your" refer to any user of the Frogans technology, with the exception of the FCR Operator, as indicated in the introduction of Part IV of this Policy.

**283.** This section IV.5 covers breach of user duty (article 1), termination for breach (article 2), termination procedure for breach (article 3), no waiver by the OP3FT (article 4) and voluntary termination on your part (article 5).

### Article 1. Breach of user duty

**284.** In compliance with the Purpose of this Policy, in exchange for the right to use the Frogans technology, you undertake to respect this Policy and to comply with the conditions applicable to you according to the use you make of the Frogans technology.

**285.** Failure to respect any one of the conditions applicable to you under this Policy constitutes a breach of any one of your duties.

**286.** For example, failure to respect the technical specifications in force as published by the OP3FT is a case of a breach of one of your duties.

**287.** Failure to respect any clause of this Policy is considered a breach of one of your duties, notably whenever this breach results in limiting the rights of another user to use the Frogans technology without his consent.

**288.** Whenever third parties act on your behalf within the context of your use of the Frogans technology, these third parties must comply with the conditions applicable to you. Any failure on their part of any one of your duties constitutes a failure on your part.

### Article 2. Termination for breach

**289.** In [the](#) case of a breach of any one of your duties, your right to use the Frogans technology will no longer have any counterpart. The Frogans technology user license granted to you by the OP3FT shall therefore be terminated as of right under the procedure detailed in article 3.

**290.** In [the](#) case of termination for a breach of any one of your duties, you must no longer continue to use the Frogans technology for any use whatsoever.

**291.** Following termination for a breach, you are not authorized to re-use the Frogans technology for a period of one year from the date of termination.

**292.** If the breach which led to termination did not have any serious consequences for other users of the Frogans technology, and if you have not already been the subject of a previous termination, the OP3FT may reduce the period during which you are not authorized to re-use the Frogans technology. Conversely, if the breach did have serious consequences for other users of the Frogans technology, as regards, for example, their security, or if you repeat the breach, the OP3FT reserves the right to increase this period, or even to ban you definitively from using the Frogans technology.

**293.** You acknowledge that termination of the Frogans technology user license for breach leads, as of right, to the termination of all agreements in force between you and other users of the Frogans technology which were signed within the context of this Policy.

**294.** In the case where termination of the Frogans technology user license for breach makes it impossible for you to perform agreements signed with other users of the Frogans technology, or with third parties, you acknowledge that you are solely liable for non-performance of these agreements, and you guarantee the OP3FT against any actions of other users of the Frogans technology or third parties subsequent to your non-performance.

**295.** In the case of termination of the Frogans technology user license for breach, and if you are the Holder of a Frogans Address or of a Frogans Network, the OP3FT may force the FCR Operator to cancel your registrations of Frogans Addresses and of Frogans Networks.

**296.** In the case of termination of the Frogans technology user license for breach, and if you are an FCR Account Administrator, the OP3FT may force the FCR Operator to close your FCR Account and to organize the retrieval by other FCR Account Administrators of the management of the registrations of Frogans Addresses and of Frogans Networks managed in your FCR Account.

### **Article 3. Termination procedure for breach**

**297.** If a breach of any one of your duties is ascertained by the OP3FT or reported by a third party, a termination procedure for breach is applied. Application of this procedure can lead to the termination of the Frogans technology user license granted to you by the OP3FT.

#### **Ascertaining that a breach of duty has taken place**

**298.** The OP3FT writes an internal report when it is discovered that you have breached any one of your duties. This internal report contains, notably, a description of the breach, the date on which it started or occurred, and the circumstances of the discovery or of the report of the breach of duty.

**299.** These internal reports are kept by the OP3FT for the entire duration of the termination procedure and beyond, up to the legal time limits for storing the data contained in the reports.

#### **Contact information**

**300.** In order to notify you of a breach of any one of your duties, the OP3FT needs to obtain the following contact information concerning you: your complete name or the name of your organization, your postal address and your E-mail address.

**301.** If you are the Publisher of a Frogans Site, the Holder of a Frogans Address or of a Public Frogans Network, or an FCR Account Administrator, the OP3FT retrieves your contact information by querying the FCR Whois Database. The FCR Whois Database query service is available at the following permanent URL: <https://whois.fcr.frogans/>.

**302.** If the contact information ~~about~~<sup>on</sup> you in the FCR Whois Database turns out to be false, incomplete or outdated, termination shall take place as of right and the procedure shall complete without any other formality.

**303.** If you are not the Publisher of a Frogans Site, the Holder of a Frogans Address or of a Frogans Network nor an FCR Account Administrator, the OP3FT will search for your contact information. You undertake to provide accurate, complete and up-to-date contact information to the OP3FT, as soon as you become aware of this search.

304. If the OP3FT does not manage to retrieve your contact information in spite of having deployed reasonable means at its disposal, termination shall take place as of right and the procedure shall complete without any other formality.

### Notification

305. After retrieving your contact information, the OP3FT sends you notification of the breach to your E-mail address.

306. The OP3FT's notifications of breach originate from E-mail addresses based on the domain name "op3ft.org". You can include this domain name as a trusted domain in your E-mail client, so as to ensure that messages sent by the OP3FT are not considered as SPAM by your E-mail client.

307. In order to authenticate notifications of breach, the OP3FT implements a digital signature system based on the PGP protocol specified in RFC 4880 of the IETF. You can check the authenticity of a notification of breach that you have received by E-mail by installing on your E-mail client a PGP extension and by providing the appropriate public key, available at the following permanent URL: <https://www.op3ft.org/en/resources/pgp-pk/access.html>.

308. Upon reception of the notification of breach, you undertake to:

- immediately take all measures required to remedy the breach;
- respond to the notification of breach by sending an ~~E-mail message~~ email to the OP3FT; your response must give the reasons for the breach and details of the means you have deployed to remedy the breach.

309. ~~Except for~~ Apart from exceptional circumstances to be justified without delay by sending an ~~E-mail message~~ email to the OP3FT, you have at most seven (7) calendar days after the notification of breach was sent to remedy the breach and ~~sent to the OP3FT~~, by E-mail, a complete response to the OP3FT.

310. If you consider that the breach has been notified by mistake, you have at most seven (7) calendar days after the notification of breach was sent to send to the OP3FT, by E-mail, a response demonstrating the absence of breach on your part. This response must be supported by documented proof. Any inaccurate or incomplete response will not be taken into consideration by the OP3FT.

### Formal notice

311. If, after the OP3FT has sent you a notification of breach, you do not remedy the breach or you do not send the OP3FT a complete response within the indicated time limit, the OP3FT shall send you a formal notice to your E-mail address. The OP3FT may send you a copy of this formal notice by way of registered letter with recorded delivery.

312. You have then at most seven (7) calendar days after the formal notice was sent to:

- remedy the breach and fulfill all your duties;
- respond to the formal notice by sending an ~~E-mail message~~ email to the OP3FT; your response must include the information expected in the response to the notification of breach as well as documents proving that you have remedied the breach; in some cases, the OP3FT may ask you to submit your response by way of registered letter with recorded delivery.

## **Outcome of the procedure**

**313.** If, after the OP3FT has sent you a notification of breach, you do not remedy the breach, or you do not send the OP3FT a complete response within the indicated time limit, termination shall take place as of right and the procedure shall complete without any other formality.

**314.** If you remedy the breach in the course of the termination procedure, the termination procedure for breach stops and you shall continue to use the Frogans technology in compliance with this Policy. However, if the breach of anyone of your duties did have serious consequences for other users of the Frogans technology, as regards, for example, their security, and you have not formally obtained, from these users, acceptance of compensation on your part, or if you repeat the breach, the OP3FT reserves the right to terminate the Frogans technology user license even if you have remedied the breach in the course of the termination procedure.

**315.** In the case of termination at the outcome of the procedure, the OP3FT reserves the right to publish, on its Web site "op3ft.org", or on the official Web site of the Frogans technology "frogans.org", complete information concerning the breach in question and the running of the termination procedure.

## **Legal actions**

**316.** For the duration of the termination procedure for breach, the OP3FT shall implement all means at its disposal to end infringements to the public order. For example, the OP3FT shall report to the concerned authorities all clearly illicit content published on a Frogans Site, doing so for the purpose of making it inaccessible.

**317.** The termination of the Frogans technology user license does not exclude the possibility of legal prosecutions by the OP3FT, third parties or a public authority, for example, in the case of fraud on the part of an FCR Account Administrator with respect to Holders of Frogans Addresses.

**318.** The law applicable to the OP3FT requires that it report, to the concerned authorities, any use of the Frogans technology which is clearly contrary to the law and of which it is aware.

## **Article 4. No waiver by the OP3FT**

**319.** If you fail to respect any one of the clauses of this Policy, the fact that OP3FT does not require the application of this clause shall not, under any circumstances, be considered as a waiver given by the OP3FT of the right to subsequently apply this clause, regardless of the time taken by the OP3FT to do so.

**320.** More generally, the fact that the OP3FT does not require the application, by you or any other third party, of any one of the clauses of this Policy shall not, under any circumstances, be considered as a waiver given by the OP3FT of the right to subsequently apply this clause.

## **Article 5. Voluntary termination on your part**

**321.** You may terminate the Frogans technology user license, granted to you by the OP3FT, as soon as you stop all use of the Frogans technology. For example:

- if you are an End User of Frogans Sites, you may terminate the license after uninstalling the Frogans Player software from all of your devices;

- if you are the Publisher of a Frogans Site, you may terminate the license after putting your Frogans Site offline; and if, for example, you are the Holder of a Frogans Address of a Public Frogans Network, you must also cancel the registration of this Frogans Address in the FCR.

**322.** You may not terminate the Frogans technology user license granted to you by the OP3FT unless doing so has no consequences for other users of the Frogans technology with whom you have entered into contractual relations within the context of their use of the Frogans technology.

**323.** If you are an FCR Account Administrator, you shall not terminate the Frogans technology user license granted to you by the OP3FT if you manage registrations of Frogans Addresses or of Frogans Networks held by third-parties; in order to be able to terminate the license, you must first get these third-parties to ask to other FCR Account Administrators that they retrieve the management of Frogans Addresses and of Frogans Networks held by these third-parties.

**324.** The termination of the Frogans technology user license granted to you by the OP3FT enters into effect on the date on which you stop all and any use of the Frogans technology.

## Section IV.6. APPLICABLE LAW

325. This section IV.6 covers the law applicable to this Policy.

326. In this section IV.6, the terms “you” or “your” refer to any user of the Frogans technology.

327. This section IV.6 covers the election of domicile of the OP3FT (article 1), the applicable legislation (article 2) and the relevant jurisdiction (article 3).

### Article 1. Election of domicile of the OP3FT

328. The OP3FT is a French *Fonds de dotation* (non-profit organization) governed by French Law n° 2008-776 dated August 4, 2008 on the Modernization of the Economy, whose declaration of creation was published on March 17, 2012 in the *Journal Officiel* of the French Republic (JOAFE n°11) under the number 1540. The OP3FT’s SIREN number is 750.584.864.

329. The registered office of the OP3FT is located 6 square Mozart, 75016 Paris, France.

330. Contact information for the OP3FT is given on the OP3FT’s Web site, at the following permanent URL: <https://www.op3ft.org/en/legal.html>.

### Article 2. Applicable legislation

331. The conditions of use of the Frogans technology apply uniformly, without discrimination, to all users of the Frogans technology worldwide.

332. Since the OP3FT is domiciled in France, the legislation applicable to the OP3FT and to this Policy is French legislation, including the applicable European regulation.

333. In some countries, there are mechanisms in place to provide the government, agencies and concerned entities with uniform policies and procedures for the acquisition of software user licenses, such as, for example, article 52.227-19(c) of the Federal Acquisition Regulations in the United States of America. These mechanisms do not apply to the Frogans technology and therefore do not replace this Policy.

334. In the case where a clause of this Policy were to be considered null and void in your country as a result of the applicable legislation or a court decision, and if this clause concerns your envisaged or current use of the Frogans technology, you shall not apply the clause in question so as to respect the laws in force in your country. Nevertheless, in such a case, and unless you obtain recognition of the nullity of the clause by a court decision issued in France, you acknowledge that the OP3FT may terminate your right to use the Frogans technology, doing so under the provisions of section IV.5 of this Policy, if the non-application of the clause in question leads to a breach, on your part, of any one of your duties, and notably if this breach runs contrary to the founding principles defined in the OP3FT Bylaws.

### Article 3. Relevant jurisdiction

335. The *tribunal de grande instance de Paris*, in France, has exclusive jurisdiction to settle any disputes which might arise between you and the OP3FT in relation to the interpretation or the performance of this Policy.

**336.** Any disputes which might arise between yourself and a third party in relation to the use of the Frogans technology are dealt with in section IV.4 of this Policy. To settle any such disputes, which do not involve the OP3FT, the relevant jurisdiction depends on agreements concluded between you and this third party, and your respective geographic locations.

**337.** For any requests relative to the execution, by the OP3FT, of a court decision issued in a country other than France concerning a dispute between you and a third party, the *tribunal de grande instance de Paris*, in France, is the relevant jurisdiction.